



Rent Stabilization Board

DATE: June 15, 2023

TO: Honorable Members of the Rent Stabilization Board

FROM: DeSeana Williams, Executive Director

SUBJECT: Recommendation to adopt Resolutions authorizing the Executive Director to execute a contract modification with the Eviction Defense Center in an amount not to exceed \$435,500 annually and the East Bay Community Law Center in an amount not to exceed \$423,605 annually for the 2023/24 and 2024/25 fiscal years

Recommendation:

That the Board adopt Resolutions 23-14 and 23-15 authorizing the Executive Director to execute new two-year contracts with the Eviction Defense Center (EDC) in an amount not to exceed \$435,500 annually and the East Bay Community Law Center (EBCLC) in an amount not to exceed \$423,605 annually for the 2023/24 and 2024/25 fiscal years.

Background and Need for Rent Stabilization Board Action:

The Board has annually awarded contracts to community organizations for the provision of housing-related services to low-income tenants. Historically, the Board has contracted with EDC, EBCLC, and Housing Rights, Inc. (HRI) to provide these services. EDC and EBCLC primarily provide eviction defense services to low-income households. HRI provided counseling on general landlord-tenant issues. The services provided by HRI are now provided by the Board's Public Information Unit.

Costa-Hawkins and the advent of vacancy decontrol significantly increased the financial incentive for an owner to evict a long-term tenant in good standing. In the first few years of vacancy decontrol the Board witnessed hundreds of cases of owners attempting to evict tenants without "good cause," so they could increase the rent paid by a new tenant. This undermines the stated intent as well as the integrity of the Ordinance. The Board responded by increasing outreach and information and ensuring that low-income households had access to eviction defense services from the EDC and EBCLC.

Since 2001 the Board has annually authorized funding for both the EDC and the EBCLC; although, since 2017, the majority of the funding for these agencies has come through Council. The Board's most recent contracts with both providers commenced in 2016. Since that date, the Board has been funding both providers through a series of contract amendments. This year, the agency opted to send this contract out for bids in order to allow for competition for public monies and to reset some of the data reporting requirements under the grant. In order to increase the ability of the providers to budget for future staffing needs, the agency opted to increase the duration of the service contract from one fiscal year to two fiscal years. Both EDC and EBCLC

responded to the Request for Proposals, and the agency selected their proposals. The proposals from both providers are attached.

The work performed by the EDC and EBCLC remains critical to the core purpose of the Ordinance. These organizations help to preserve community diversity and prevent mass displacement of vulnerable tenants.

City Council Funding

In 2017 it became apparent that the need for services outpaced the Board's ability to adequately respond to the existing housing affordability crisis and the resultant incentive to displace long-term tenants. On July 25, 2017, City Council approved additional funding of \$300,000 for fiscal year 2017/18 and \$300,000 for fiscal year 2018/19 to be added, as amendments, to the Board's contract with the EDC and the EBCLC (\$150,000 per provider, per year). This city funding, which has been administered by the Rent Board, was earmarked to provide additional assistance to extremely low, very low, low- or moderate-income Berkeley tenants in order to provide counseling and advocacy for tenants facing or threatened with displacement.

That two-year funding cycle allowed the EDC and the EBCLC to expand their scope of services as well as the volume of assistance provided to Berkeley tenants. The added funding allowed the providers to serve the additional clientele of moderate-income tenants and tenants who live in units that are partially exempt from the rent ordinance such as Section 8 tenants or tenants in single-family homes. Further, the additional assistance has allowed the providers to assist tenants with issues pertaining to provisions of the Tenant Protection Ordinance [B.M.C. 13.79 et seq.] and the Relocation Ordinance [B.M.C. 13.84 et seq.].

On July 23, 2019, the City Council adopted a resolution authorizing the transfer of \$550,000 to the Rent Board for fiscal years 2019/20 and 2020/21 respectively to amend their contracts with the providers to provide services similar to the initial prior two-year cycle. The City Council has continued to provide annual funding to the Board in the amount of \$275,000 for both the EDC and the EBCLC to continue their ongoing Anti-Displacement Programs, and their proposed fiscal year 2023/24 budget continues this allocation. Staff understand that the City Council intends to continue funding the Board's contracts with EDC and EBCLC at this level.

Financial Impact:

The funding request is \$435,500 for the EDC and \$423,605 for the EBCLC for a total of \$859,105 for fiscal year 2023/24. The City Council will provide the Board with \$550,000 in funding towards these contracts and the Board is responsible for funding the remaining \$309,105. Based upon the proposed budget included elsewhere in your agenda package, there is sufficient funds in the fiscal year 2023/24 budget to cover the Board's portion of these contract amounts.

Name and Telephone Number of Contact Person:

DéSeana Williams, Executive Director (510) 981-7368

Attachments:

1. Eviction Defense Center Proposal
2. East Bay Community Law Center Proposal

RESOLUTION 23-14

AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A TWO-YEAR CONTRACT WITH THE EVICTION DEFENSE CENTER (EDC) IN AN AMOUNT NOT TO EXCEED \$871,000 FOR FISCAL YEARS 2023/24 AND 2024/25

BE IT RESOLVED BY the Rent Stabilization Board of the City of Berkeley as follows:

WHEREAS, the primary intent of the Rent Stabilization Board and the Rent Stabilization and Eviction for Good Cause Ordinance is to preserve affordable housing so as to continue the diversity the Berkeley community has embraced for decades; and

WHEREAS, effective administration of the Rent Stabilization and Eviction for Good Cause Ordinance and advocacy surrounding the eviction protections listed therein have proven the most effective way to preserve affordable housing and prevent displacement that often leads to homelessness; and

WHEREAS, the Board first contracted with the Eviction Defense Center (EDC) in 2001 to provide services to lower-income Berkeley tenants, and the Board has extended the contract with amendments through Fiscal Year (FY) 2022/23; and

WHEREAS, the Board's contract with the EDC is scheduled to expire on June 30, 2023 and a need continues to exist for providing services to lower-income Berkeley tenants on matters dealing with their tenancies; and

WHEREAS, in April of 2023 the City of Berkeley issued a formal Request for Proposal (RFP) asking qualified vendors to submit proposals for the providing of outreach and legal services to lower income Berkeley tenants; and

WHEREAS, EDC was one of two vendors that submitted proposals that met the RFP requirements; and

WHEREAS, the Board has been extremely pleased with the excellent services provided by the EDC since 2001; and

RESOLUTION 23-14

AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A TWO-YEAR CONTRACT WITH THE EVICTION DEFENSE CENTER (EDC) IN AN AMOUNT NOT TO EXCEED \$871,000 FOR FISCAL YEARS 2023/24 AND 2024/25 (Page 2)

WHEREAS, the Board has long understood that the work this organization performs significantly contributes to the preservation of affordable rental housing and has encouraged Council to allocate resources to support it; and

WHEREAS, the Berkeley City Council, in recognition of the need for additional anti-displacement counseling and eviction defense services to be provided to Berkeley tenants, has recently allocated annual funding to EDC for this purpose; and

WHEREAS, at the request of the City Council, the scope of services under this contract has been expanded to include the additional funding provided by City Council; and

WHEREAS, the proposed City Council and Rent Board budgets for FY 2023/24 include \$275,000 (General Fund) and \$160,500 (Rent Board Fund) respectively to fund the services provided by this contract; and

WHEREAS, the Board expressed a desire that its Executive Director negotiate a contract of at least two-years in duration with any vendors providing anti-displacement services to lower income tenants; and

WHEREAS, the Board anticipates the City Council will approve \$275,000 in funding to EDC for both FY 2023/24 and FY 2024/25 and agrees to authorize the Board's Executive Director to disburse any funding allocated by the City Council toward the services provided by this contract; and

WHEREAS, the Board agrees to provide \$148,605 in funding for the services provided by this contract in FY 2024/25.

RESOLUTION 23-14

AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A TWO-YEAR CONTRACT WITH THE EVICTION DEFENSE CENTER (EDC) IN AN AMOUNT NOT TO EXCEED \$871,000 FOR FISCAL YEARS 2023/24 AND 2024/25 (Page 3)

NOW, THEREFORE BE IT RESOLVED, that the Rent Stabilization Board authorizes the Board's Executive Director to enter into a new two-year contract with the EDC for an amount not to exceed \$435,500 (including \$275,000 from City Council General Fund) per fiscal year. The term of this contract is from July 1, 2023 through June 30, 2025. The total amount payable under this contract shall not exceed \$871,100.

Dated: June 15, 2023

Adopted by the Rent Stabilization Board by the following vote:

YES:

NO:

ABSTAIN:

ABSENT:

RECUSED:

Leah-Simon-Weisberg, Chair
Rent Stabilization Board

Attest: _____
DéSeana Williams, Executive Director

RESOLUTION 23-15

AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A TWO-YEAR CONTRACT WITH THE EAST BAY COMMUNITY LAW CENTER (EBCLC) IN AN AMOUNT NOT TO EXCEED \$847,210 FOR FISCAL YEARS 2023/24 AND 2024/25

BE IT RESOLVED BY the Rent Stabilization Board of the City of Berkeley as follows:

WHEREAS, the primary intent of the Rent Stabilization Board and the Rent Stabilization and Eviction for Good Cause Ordinance is to preserve affordable housing so as to continue the diversity the Berkeley community has embraced for decades; and

WHEREAS, effective administration of the Rent Stabilization and Eviction for Good Cause Ordinance and advocacy surrounding the eviction protections listed therein have proven the most effective way to preserve affordable housing and prevent displacement that often leads to homelessness; and

WHEREAS, the Board first contracted with East Bay Community Law Center (EBCLC) in 1996 after the passage of Costa Hawkins necessitated provision of services to lower-income Berkeley tenants, and the Board has extended the contract with amendments each fiscal year through Fiscal Year (FY) 2022/23; and

WHEREAS, the Board's contract with East Bay Community Law Center (EBCLC) is scheduled to expire on June 30, 2023 and a need continues to exist for providing services to lower-income Berkeley tenants on matters dealing with their tenancies; and

WHEREAS, in April of 2023 the City of Berkeley issued a formal Request for Proposal (RFP) asking qualified vendors to submit proposals for the providing of outreach and legal services to lower income Berkeley tenants; and

WHEREAS, EBCLC was one of two vendors that submitted proposals that met the RFP requirements; and

WHEREAS, the Board has been pleased with the excellent services provided by the EBCLC since from 1996 until 2023; and

RESOLUTION 23-15

AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A TWO-YEAR CONTRACT WITH THE EAST BAY COMMUNITY LAW CENTER (EBCLC) IN AN AMOUNT NOT TO EXCEED \$847,210 FOR FISCAL YEARS 2023/24 AND 2024/25 (Page 2)

WHEREAS, the Board has long understood that the work this organization performs significantly contributes to the preservation of affordable rental housing and has encouraged Council to allocate resources to support it; and

WHEREAS, the Berkeley City Council, in recognition of the need for additional anti-displacement counseling and eviction defense services to be provided to Berkeley tenants, has recently allocated annual funding to EBCLC for this purpose; and

WHEREAS, at the request of the City Council, the scope of services under this contract has been expanded to include the additional funding provided by City Council; and

WHEREAS, the proposed City Council and Rent Board budgets for FY 2023/24 include \$275,000 (General Fund) and \$148,605 (Rent Board Fund) respectively to fund the services provided by this contract; and

WHEREAS, the Board expressed a desire that its Executive Director negotiate a contract of at least two-years in duration with any vendors providing anti-displacement services to lower income tenants; and

WHEREAS, the Board anticipates the City Council will approve \$275,000 in funding to EBCLC for both FY 2023/24 and FY 2024/25 and agrees to authorize the Board's Executive Director to disburse any funding allocated by the City Council toward the services provided by this contract; and

WHEREAS, the Board agrees to provide \$148,605 in funding for the services provided by this contract in FY 2024/25.

RESOLUTION 23-15

AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A TWO-YEAR CONTRACT WITH THE EAST BAY COMMUNITY LAW CENTER (EBCLC) IN AN AMOUNT NOT TO EXCEED \$847,210 FOR FISCAL YEARS 2023/24 AND 2024/25
(Page 3)

NOW, THEREFORE BE IT RESOLVED, that the Rent Stabilization Board authorizes the Board's Executive Director to enter into a new two-year contract with the EBCLC for an amount not to exceed \$423,605 (including \$275,000 from City Council General Fund) per fiscal year. The term of this contract is from July 1, 2023 through June 30, 2025. The total amount payable under this contract shall not exceed \$847,210.

Dated: June 15, 2023

Adopted by the Rent Stabilization Board by the following vote:

YES:

NO:

ABSTAIN:

ABSENT:

RECUSED:

Leah Simon-Weisberg, Chair
Rent Stabilization Board

Attest: _____
DéSeana Williams, Executive Director

PROPOSAL

Community Tenant Legal Services

Specification No. 23-11601-C

1. Contractor Identification

Collective Legal Services, THE EVICTION DEFENSE CENTER
A Nonprofit Law Corporation
350 Frank H. Ogawa Plaza, Suite 703
Oakland, CA 94612

Contact person: Anne Tamiko Omura, Esq. Executive Director 510-452-4541

Tax payer ID # 94-3188860

2. Project Proposal

See attachment A, Project Proposal

3. Client References

Nicolas Traylor, Executive Director
Richmond Rent Program
400 Civic Center Plaza, suite 200
Richmond, CA 94804
510-620-6564
nicolas_traylor@ci.richmond.ca.us

Projects: Legal Service Contract, 2018 – the present

Myette Anderson, Community Services Specialist II
City of Berkeley, Health, Housing & Community Services Department
2180 Milvia Street, 2nd Floor
Berkeley, CA 94704
510-981-5419
myanderson@cityofberkeley.info

Projects: Berkeley Emergency Rental Assistance Program, FY 2022 & FY 2023

Gregory Garrett, Development & Redevelopment Program Manager
City of Oakland Housing and Community Development
One Frank H. Ogawa Plaza
Oakland, CA 94612
(510) 697-6444
ggarrett@oaklandca.gov

Projects: Keep Oakland Housing ERAP I and II (FY 2021, 2022 & 2023), CDBGCV3 Housing Stabilization Services (FY 2023)

4. Price Proposal

See attachment B, Pricing Proposal

5. Contract Terminations

The Eviction Defense Center has never experienced any contract termination for default or early contract termination.

6. Grantor Audits

The Eviction Defense Center was subject to an audit by the City of Berkeley, Health Housing & Community Services Department for the 2022 program year. The Eviction Defense Center did not receive a copy of the report.

ATTACHMENT A
EVICTION DEFENSE CENTER - PROJECT PROPOSAL

(a) (1) Eviction Defense Center – current levels of service

The Eviction Defense Center is currently under contract with the Berkeley Rent Board to provide anti-displacement legal services to Berkeley tenants. The contract is funded by mixed funding allocations from the Berkeley Rent Board (\$160,500.00) and the Berkeley City Council (\$275,000.00), for a total of \$435,500.00. For the past 6 fiscal years under this contract, the Eviction Defense Center has had an agreed upon Scope of Services to provide legal services to **400** unduplicated Berkeley tenants, with at least 120 of these tenants receiving “direct representation,” at least 180 of these tenants receiving “limited scope services” and the remaining 100 receiving “brief legal services.”¹

Prior to the pandemic, the Eviction Defense Center regularly **outperformed** these target numbers. In the 2018 grant cycle, the Eviction Defense Center served **542** unduplicated tenants: 345 received in-depth legal representation; 146 received limited scope services; and 51 received brief legal services. In the 2019 grant cycle, the Eviction Defense Center served **691** unduplicated tenants: 400 received in depth legal representation; 65 received limited scope services; and 226 received brief legal services.

When the Covid-19 pandemic hit in March of 2020, the demand for tenant legal services in the City of Berkeley skyrocketed. The Eviction Defense Center was the only non-profit legal services agency in Alameda County to keep its doors open throughout the entire pandemic, even in the earliest months of the lock down. As a result, the Eviction Defense Center was inundated with desperate calls from Berkeley tenants needing consultations about their legal rights and legal protections. In March of 2020, the Eviction Defense Center was on pace to provide legal services to over **750** unduplicated Berkeley tenants. Instead, by the end of the grant fiscal year on June 30, 2020, the Eviction Defense Center had served a record **1251** unduplicated Berkeley tenants. These numbers have remained high for the duration of the pandemic, even with the temporary court closures and subsequent emergency Eviction Moratoria in both the City of Berkeley and the County of Alameda. In the 2021 grant cycle, the Eviction Defense Center served **998** unduplicated Berkeley tenants. In the 2022 grant cycle, the Eviction Defense Center

¹ Under the current contract, “limited scope services” were defined as legal services anticipated to conclude with less than 5 hours of attorney time, and “direct representation” was defined as legal services anticipated to take significantly more than 5 hours of attorney time. “Brief legal services” were defined as brief attorney consultations at outreach events, answering legal questions from tenants attending the event. The definitions of service based on an hourly projection has proven difficult as attorneys cannot always guess the amount of time that a client case will need. A legal dispute that seems simple and straightforward can snowball into an unlawful detainer that takes years to litigate or into a prolonged negotiation that spans several months. Under the current system, many clients reported under “limited scope services” eventually graduated to “direct representation.”

served **1249** unduplicated Berkeley tenants. In the 2023 grant cycle, the Eviction Defense Center is on pace to serve more than **1035** unduplicated Berkeley tenants.

For the past three years, the bulk of tenants served received “limited scope services” related to the impacts of Covid-19. The Eviction Defense Center wrote letters to landlords regarding Covid-19 losses of income, provided assistance in gathering documentation of the Covid-19 financial impact, provided housing stabilization counseling, and provided legal consultations regarding the moratoria and legal rights and responsibilities. As the eviction moratoria sunset and the limits on unlawful detainer filings end, the Eviction Defense Center anticipates that the numbers will again shift back to a heavier focus on tenants needing “in-depth legal representation.” Eventually the Eviction Defense Center anticipates that the demand for legal services will revert to pre-pandemic levels with decreased overall numbers but a larger portion of clients receiving in depth legal services.

(a)(2) Eviction Defense Center – proposed levels of service

The Eviction Defense Center proposes providing eviction prevention and anti-displacement services to a minimum of 400 unduplicated tenants each fiscal year. Of those 400 unduplicated tenants, at least 150 shall receive “in-depth legal representation and services,” at least 200 shall receive limited scope services, and at least 50 shall receive brief legal services.²

In-depth legal representation and services shall include but not be limited to the following: Opening a case file and providing:

*ongoing counseling and negotiation with landlords/landlord attorneys by a licensed attorney in matters pertaining to habitability, alleged lease violations, harassment, retaliation, rental disputes, relocation issues, Section 8 issues, discrimination, threats of displacement, landlord foreclosure issues, notices to quit, Ellis Act notices, Owner Move-in Notices, etc.

*assistance with hoarding issues including but not limited to: arranging and overseeing remediation of excessive clutter; negotiating with the landlord/property manager/landlord attorney; providing ongoing preventative onsite visits, etc.

² Under the proposed contract, “in-depth legal representation and services” are defined as cases where the Eviction Defense Center signs on as counsel, and where all correspondence is on Eviction Defense Center letterhead as attorneys of record. Generally, “in depth” cases are contested issues with adverse parties, highlighting the importance of the tenant being officially represented by counsel. By contrast, “limited scope legal services” tend to focus on tenants who are not yet in adversarial situations, but who find themselves in need of legal advice and/or support in order to maintain their housing. While these cases may graduate into “in-depth legal representation,” the goal in early intervention is to diffuse potentially destabilizing issues in order to maintain housing. Finally, “brief legal services” will be defined as brief attorney consultations at outreach events to answer legal questions posed by attendees at the Berkeley Food Pantry or Berkeley Public Library. These definitions under the proposed contract provide a more effective way of categorizing cases than under the old system.

*full representation in court at unlawful detainer settlement conference and trial; including preparation of all legal documents, conducting all pre-trial discovery, preparing for trial, and handling all motions.

*assistance with harassment issues from the landlord or management, including writing Tenant Protection Ordinance [TPO] letters, documenting TPO evidence, handling pre-litigation TPO case preparation, and working with private counsel to file TPO lawsuits on behalf of Berkeley tenants when the harassment persists.

*representation of tenants in buy-out agreements and enforcing the provisions of the Tenant Buy Out Ordinance.

*representation of tenants at Rent Board hearings and mediations.

*regular onsite visits for elderly and/or disabled tenants who require additional assistance in order to maintain their housing.

*assisting tenants with Section 8 Termination Hearings.

*assisting tenants with Shelter Plus Care Administrative Hearings.

*drafting reasonable accommodation requests for disabled tenants and representing them throughout the interactive process.

*legal counseling and assistance with preparing documents and a narrative in defense of small claims actions to collect rent.

*representation of tenants in Fair Chance Ordinance issues.

Limited scope legal services shall include but not be limited to the following:

*housing stabilization counseling for households who have fallen behind in rent and have applied for rental assistance

*providing legal consultations regarding housing issues including but not limited to: habitability issues/repair issues; potential lease violations; harassment; security deposits; roommate replacement issues; rent issues; lock outs; lease terminations; etc.

*providing assistance with gathering proof of financial hardship due to Covid-19 and assistance with written notification to the landlord.

*assistance with Stays of Execution where the tenant was unrepresented in court and judgment has already entered

Brief legal services shall include one-on-one tenant counseling and answering legal questions at outreach events.

b) Eviction Defense Center – current data collection practices

The Eviction Defense Center currently collects data on all clients served under the “direct legal representation” and “limited scope assistance” categories. The Eviction Defense Center collects demographic information including: full address with zip code; age; gender; race; disability status; presence of minor children; income level and source; referral source; and AMI. The Eviction Defense Center also tracks if the tenant is a “female head of household” and if any of the adult tenants being served were formerly homeless.

Data is tracked on a client database spreadsheet/log and maintained in each individual file, the hard copy of which is stored for a minimum of five years.

Case details, including a summary of the housing issue, a log of actions taken by attorneys and staff, and a description of outcomes, are maintained in the client file. A brief summary of the level of service provided is maintained on the client database spreadsheet/log. In the past, the log has been maintained in an intentionally brief manner, as directed by the Berkeley Rent Board, in order to maintain attorney/client privilege should there be a public information request.

The Eviction Defense Center does not currently collect data for clients receiving brief legal services at outreach events. If necessary, under the new grant, the Eviction Defense Center can request that attendees fill out a full intake form before asking their question to the attorney. However, in these settings, particularly at the Food Pantry, it frequently deters tenants from approaching and asking their legal questions.

c) Eviction Defense Center – proposed outreach to potential clients

The Eviction Defense Center currently engages in multiple outreach activities throughout the year, including but not limited to:

- direct mailings to clients
- direct emails to tenants who have reported prior housing issues (access to emails provided by Alameda County Housing Secure)
- attorney tabling at the Berkeley Food Pantry twice a month
- attorney clinic once a month at the Berkeley Public Library (see attached flier)
- direct outreach to management at nonprofit housing organizations
- outreach to the Berkeley Unified School District
- fliers at various public events
- fliers posted at community gatherings and at community organizations
- direct outreach to the Executive Director of the Berkeley Property Owners Association

Early intervention is the key to success in maintaining stabilized housing. If Eviction Defense Center attorneys can address legal issues in the early stages of conflict, there is a better chance of a positive resolution for clients. In person outreach allows the agency to answer brief legal questions for clients while also creating a relationship with the community and familiarizing the Eviction Defense Center name and contact information with tenants who could later find themselves in need of assistance.

As part of this grant proposal, the Eviction Defense Center proposes to continue the same outreach activities with the hope of reaching the most vulnerable communities in need of assistance.

d) Eviction Defense Center – selection process for in-depth representation and services

The Eviction Defense Center was founded on the deep-rooted philosophy that all tenants deserve legal representation when they stand to lose something as important as their housing. The Eviction Defense Center does not turn away Berkeley tenants for “lack of agency capacity” or failure to meet requirements of a “selection process.” The Eviction Defense Center shall provide in-depth representation to Berkeley tenants whose household income is below 80% AMI and who face a threat to their housing that requires attorney intervention. Housing issues requiring attorney intervention are situations where a landlord or property manager is actively trying to displace a tenant, or where a tenant must affirmatively assert their rights in order to avoid displacement. Common situations requiring “in-depth representation and services” include: litigation (the filing of an unlawful detainer); service of threatening notices or notice to quit; allegations of lease violations; harassing or threatening actions; verbal threats of eviction; the existence of circumstances, frequently disability related, which could lead to displacement; filing of rent board petitions; unlawful rent increases; refusal to allow roommates; or any other action which threatens the stability of the tenant housing. The Eviction Defense Center only declines cases where there is not a colorable claim that a tenancy exists or where there is an existing or potential conflict of interest.³

³ Eviction Defense Center does not provide in-depth legal representation for 1) family evictions where the parties are closely related and there is no true landlord/tenant relationship; 2) disputes solely between tenants where one tenant is trying to get another evicted; 3) former property managers who were involved in the eviction process for the premises due to potential conflicts; 4) forcible detainers or situations where there was no clear landlord/tenant relationship (squatters) and 5) tenants with whom the office has a conflict of interest. The most frequent conflict of interest arises when the Eviction Defense Center has represented a tenant for alleged nuisance and the landlord has enlisted the help of other tenants as adversarial witnesses at trial. The professional code of conduct for attorneys prevents the Eviction Defense Center from subsequently representing those tenants who were adverse to the represented client.



NEED HELP WITH HOUSING MATTERS
OR FACING EVICTION?

Eviction Defense Center

Thursday, April 13

10:00 a.m. to 12:00 p.m.

Come to the Central Library
2090 Kittredge St., Berkeley CA

Recieve assistance with substandard housing conditions, subsidized housing, rent increases, fair housing matters, and eviction defense. The Eviction Defense Center also handles Rental Assistance Applications for the City of Berkeley.

FOR MORE INFORMATION CALL 510-981-6100 OR DROP-IN ON THE DAY OF THE EVENT.



NON-DISCRIMINATION/WORKFORCE COMPOSITION FORM FOR NON-CONSTRUCTION CONTRACTS

To assist the City of Berkeley in implementing its Non-Discrimination policy, it is requested that you furnish information regarding your personnel as requested below and return it to the City Department handling your contract:

Organization: EVICTION DEFENSE CENTER
 Address: 350 FRANK H. OGAWA PLAZA + 703 OAKLAND CA 94612
 Business Lic. #: 030676

Occupational Category: <u>PROFESSIONALS</u> (See reverse side for explanation of terms)	Total Employees		White Employees		Black Employees		Asian Employees		Hispanic Employees		Other Employees	
	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male
Official/Administrators	1	1		1			1					
Professionals	2	2	1	1	1	1						
Technicians												
Protective Service Workers												
Para-Professionals		3		1						2		
Office/Clerical	2						1		1			
Skilled Craft Workers												
Service/Maintenance												
Other (specify)												
Totals:												

Is your business MBE/WBE/DBE certified? Yes: _____ No: If yes, by what agency? _____

If yes, please specify: Male: _____ Female: _____ Indicate ethnic identifications: _____

Do you have a Non-Discrimination policy? Yes: No: _____

Signed:  Date: 5/17/23

Verified by: _____ Date: _____
 City of Berkeley Contract Compliance Officer

Contract Description/Specification No: **Community Tenant Legal Services for the Rent Board/23-11601-C**

Attachment B (page 1)

CITY OF BERKELEY
Nuclear Free Zone Disclosure Form

I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)
2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.
3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:

"Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of such work.

"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such means is destroyed or rendered useless in the normal propelling, triggering, or detonation of the weapon.

"Component of a nuclear weapon" is any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon (or be a part of a nuclear weapon).

4. Neither this business entity nor its parent nor any of its subsidiaries engages in work for nuclear weapons or anticipates entering into such work for the duration of its contract(s) with the City of Berkeley.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: ANNE DAVRA Title: EXEC DIR

Signature:  Date: 5/17/23

Business Entity: EVICTON DEFENSE CENTER

Contract Description/Specification No: **Community Tenant Legal Services for the Rent Board/23-11601-C**

Attachment C

CITY OF BERKELEY
Oppressive States Compliance Statement

The undersigned, an authorized agent of THE EVICTION DEFENSE CENTER (hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution Nos. 59,853-N.S., 60,382-N.S., and 70,606-N.S., (hereafter "Resolutions"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolution:

"Business Entity" means "any individual, firm, partnership, corporation, association or any other commercial organization, including parent-entities and wholly-owned subsidiaries" (to the extent that their operations are related to the purpose of the contract with the City).

"Oppressive State" means: **Tibet Autonomous Region and the Provinces of Abo, Kham and U-Tsang; and Burma (Myanmar)**

"Personal Services" means "the performance of any work or labor and shall also include acting as an independent contractor or providing any consulting advice or assistance, or otherwise acting as an agent pursuant to a contractual relationship."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at any time during the term of the contract it provides Personal Services to:

- a. The governing regime in any Oppressive State.
- b. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
- c. Any person for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

Vendor further understands and agrees that Vendor's failure to comply with the Resolution shall constitute a default of the contract and the City Manager may terminate the contract and bar Vendor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

The undersigned is familiar with, or has made a reasonable effort to become familiar with, Vendor's business structure and the geographic extent of its operations. By executing the Statement, Vendor certifies that it complies with the requirements of the Resolution and that if any time during the term of the contract it ceases to comply, Vendor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: ANNE OMURA Title: EXEC. DIR

Signature:  Date: 5/17/23

Business Entity: EVICTION DEFENSE CENTER

Contract Description/Specification No: **Community Tenant Legal Services for the Rent Board/23-11601-C**

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

Signature: _____ Date: _____

Sanctuary City Compliance Statement

The undersigned, an authorized agent of THE EVICTION DEFENSE CENTER (hereafter "Contractor"), has had an opportunity to review the requirements of Berkeley Code Chapter 13.105 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services." Extreme Vetting does not include:
 - i. The City's computer-network health and performance tools;
 - ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer-based activity.

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and up to a \$1,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 17 day of MAY, 2023, at OAKLAND, California.

Printed Name: ANNE OMURA Title: EXEC. DIR.
Signed: _____ Date: 5/17/23

Business Entity: EVICTION DEFENSE CENTER

Contract Description/Specification No: **Community Tenant Legal Services for the Rent Board/23-11601-C**

CITY OF BERKELEY
Living Wage Certification for Providers of Services

TO BE COMPLETED BY ALL PERSONS OR ENTITIES ENGAGING IN A CONTRACT FOR PERSONAL SERVICES WITH THE CITY OF BERKELEY.

The Berkeley Municipal Code Chapter 13.27, Berkeley's Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City in any twelve (12) month period of time shall comply with all provisions of this Ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, subsequent contracts may be subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees' changes (i.e., additional employees are hired) so that Contractor falls within the scope of the Ordinance.

Section I.

1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS

a. During the previous twelve (12) months, have you entered into contracts, **including the present contract**, bid, or proposal, with the City of Berkeley for a **cumulative amount of \$25,000.00 or more?**

YES ____ NO ____

If **no**, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If **yes**, please continue to question **I(b)**.

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES ____ NO ____

If you have answered, "YES" to questions **I(a)** and **I(b)** this contract IS subject to the LWO. If you responded "NO" to **I(b)** this contract IS NOT subject to the LWO. **Please continue to Section II.**

2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of \$100,000.00 or more?

YES NO ____

If **no**, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If **yes**, please continue to question **2(b)**.

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES NO ____

If you have answered, "YES" to questions **2(a)** and **2(b)** this contract IS subject to the LWO. If you responded "NO" to **2(b)** this contract IS NOT subject to the LWO. **Please continue to Section II.**

Section II

Please read, complete, and sign the following:

THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE.

THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE.

Contract Description/Specification No: **Community Tenant Legal Services for the Rent Board/23-11601-C**

Attachment F (page 1)

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Berkeley's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the Berkeley Municipal Code, Chapter 13.27. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and bar Contractor from future contracts with the City for five (5) years from the effective date of the Contract termination. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more of their compensated time engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 50% or more of their compensated time engaged in work directly related to the contract with the City.

These statements are made under penalty of perjury under the laws of the state of California.

Printed Name: ANNE OMUVA Title: EXEC. DIR.

Signature:  Date: 5/17/23

Business Entity: EVICTON DEFENSE CENTER

Section III

-
- **** FOR ADMINISTRATIVE USE ONLY -- PLEASE PRINT CLEARLY ****

I have reviewed this Living Wage Certification form, in addition to verifying Contractor's total dollar amount contract commitments with the City in the past twelve (12) months, and determined that this Contract IS / IS NOT (circle one) subject to Berkeley's Living Wage Ordinance.

Department Name

Department Representative

To be completed by
Contractor/Vendor



**Form EBO-1
CITY OF BERKELEY**

CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

If you are a **contractor**, return this form to the originating department/project manager. If you are a **vendor** (supplier of goods), return this form to the Purchasing Division of the Finance Dept.

d. SECTION 1. CONTRACTOR/VENDOR INFORMATION

Name: EVICTON DEFENSE CENTER		Vendor No.:	
Address: 350 FRANK H. OGAWA PL + 703	City: OAKLAND	State: CA	ZIP: 94612
Contact Person: ANNE TAMIKO OMIWA		Telephone: 510 452 4541	
E-mail Address: TAMIKO23 @ SBCGLOBAL. NET		Fax No.: 510 452 4875	

SECTION 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.
 Yes No (If "Yes," proceed to Section 5; if "No", continue to the next question.)
- B. Does your company provide (or make available at the employees' expense) any employee benefits?
 Yes No
If "Yes," continue to Question C.
If "No," proceed to Section 5. (The EBO is not applicable to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
 Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
 Yes No

If you answered "No" to both Questions C and D, proceed to Section 5. (The EBO is not applicable to this contract.) If you answered "Yes" to both Questions C and D, please continue to Question E. If you answered "Yes" to Question C and "No" to Question D, please continue to Section 3.

- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee?
 Yes No

If you answered "Yes," proceed to Section 4. (You are in compliance with the EBO.)
If you answered "No," continue to Section 3.

SECTION 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
 - By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor submits evidence of taking reasonable measures to comply with the EBO; or
 - At such time that administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor's infrastructure, not to exceed three months; or
 - Upon expiration of the contractor's current collective bargaining agreement(s).

B. If you have taken all reasonable measures to comply with the EBO but are unable to do so,
do you agree to provide employees with a cash equivalent? * Yes No

* The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.

SECTION 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statements, etc.) to verify that you do not discriminate in the provision of benefits.

SECTION 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Berkeley Municipal Code and in the terms of the contract or purchase order with the City.

Executed this 17 day of MAY, in the year 2023, at OAKLAND, CA
(City) (State)

ANNE OMURA
Name (please print)

[Signature]
Signature

EXEC. DIR.
Title

94-3188860
Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

- Non-Compliant (The City may not do business with this contractor/vendor)
- One-Person Contractor/Vendor Full Compliance Reasonable Measures
- Provisional Compliance Category, Full Compliance by Date: _____

Staff Name (Sign and Print): _____ Date: _____

CITY OF BERKELEY
Right to Audit Form

The contractor agrees that pursuant to Section 61 of the Berkeley City Charter, the City Auditor's office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this contract.

In the event of such audit, Contractor agrees to provide the Auditor with reasonable access to Contractor's employees and make all such financial, performance and compliance records available to the Auditor's office. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

Signed:  _____ Date: 5/22/23

Print Name & Title: ANNE OMURA, EXEC. DIR.

Company: EVICTON DEFENSE CENTER

Contract Description/Specification No: **Community Tenant Legal Services for the Rent Board/23-11601-C**

Please direct questions regarding this form to the Auditor's Office, at (510) 981-6750.

ATTACHMENT B

EVICTION DEFENSE CENTER – PRICE PROPOSAL

CONTRACTOR: The Eviction Defense Center BL#030676

TOTAL FUNDING REQUEST: \$435,500.00/year to serve 400 unduplicated tenants per Project Proposal

DIRECT COSTS – LABOR/BENEFITS

EMPLOYEE	HOURLY RATE	TOTAL HOURS	AMOUNT CHARGED	TOTAL ANNUAL CONTRACT
Supervising Attorneys	\$60.10	1040	\$62,504.00	\$62,504.00
Staff Attorneys	\$48.08	3432	\$165,010.56	\$227,514.56
Paralegals	\$37.50	346	\$12,975.00	\$240,489.56
Intake Specialists/Case Managers	\$37.50	2293	\$85,987.50	\$326,477.06
		7111	\$326,477.06	\$326,477.06

FRINGE BENEFITS @ 15% OF TOTAL LABOR = \$48,971.56

DIRECT COSTS – LITIGATION FEES

LITIGATION EXPENSES*					\$10,000.00
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*includes court costs, process service, filing fees, depositions, investigative reports, expert witness reports, inspection reports, and expert witness testimony

OVERHEAD COSTS @ 13% OF TOTAL DIRECT COSTS = \$50,051.38

\$435,500.00



1. **Contractor Identification**

Name: East Bay Community Law Center
 Place of Business: 2921 Adeline Street, Berkeley, CA 94703
 Contact Person: Rui Bing Zheng 510-269-6650
 Tax ID: 94-3042565

2. **Project Proposal**

A. Firm's current level of service to Berkeley tenants

In the last fiscal year, Berkeley residents (19%) were the second highest community served across EBCLC's eight program areas. Within EBCLC's Housing Program, we employ high-impact strategies to fight displacement, including, but not limited to eviction defense services, rent board petitions, and subsidized housing hearings. EBCLC provides holistic legal representation to Berkeley tenants living with low or no income and are defendants in cases involving unlawful detainers, subsidy termination hearings, and other serious threats to safe and stable housing. In particular, cases include working with long-term tenants; legal issues to be resolved before the Berkeley Rent Board or the Berkeley Housing Authority; or clients who otherwise require further direct representation in negotiating the resolution of legal issues with their landlord.

Tenants are represented by staff attorneys and law students who are supervised by staff attorneys; tenants also receive additional supportive assistance through our Social Work and Financial Assistance and Housing Navigation programs. In addition, tenants may be referred to another EBCLC program for assistance with a co-occurring legal issue regarding their immigration status, consumer debt, criminal records, or access to public benefits. Berkeley tenants receive multiple levels of assistance depending on their specific need. Services are delivered by staff attorneys, a staff social worker, program coordinators, a Housing Navigation Project Manager, and our graduate-level law students and social work interns. Students and interns undergo intensive clinical training on delivering legal and social services.

The onset of the COVID-19 pandemic significantly impacted how we deliver legal and social work services, as well as the presenting issues facing Berkeley tenants. The pandemic significantly decreased the number of tenants reaching out for services, as the eviction moratoria dramatically reduced the number of new eviction cases filed. However, the cases that do proceed are often legally and factually more complex; accordingly, housing attorneys are required to spend five to ten times the number of hours in preparing and litigating these cases, compared to pre-pandemic cases. We have also noticed a trend of landlords filing dual legal proceedings, such as an eviction case and a restraining order, which result in attorneys conducting



investigations that include identifying and interviewing potential witnesses, preparing and conducting all parties for depositions, and hiring expert witnesses. These dual filing strategies are efforts to overwhelm and pressure tenants to vacate. As a result, while our eviction caseloads remain lower than pre-pandemic, our staff are working harder than ever before to keep up with the demands of each case.

Over the last two fiscal years, EBCLC has provided various levels of service to 323 unduplicated clients. With the lifting of the moratorium, we expect to see a significant increase in unlawful detainers (eviction cases) filed. In the last fiscal year alone, the Housing Program secured a total amount of \$236,947.51 in rent waived and move-out payments for Berkeley tenants. The need for more intensive social work support has also increased, as the pandemic brought about or merely exacerbated existing issues for tenants related to basic needs, such as food insecurity, loss of employment or income, inability to access critical medical or mental health services, domestic violence, and threats of displacement. We have also observed that Berkeley households with low income continue to struggle for financial security, even as pandemic restrictions eased. Severe inequalities in the Bay Area have led tenants in Berkeley, particularly seniors, to become stripped of the protective services that help them maintain secure housing. The availability of Section 8 housing and affordable housing opportunities has also decreased in Berkeley, pushing families out of Berkeley and often out of Alameda County entirely. Thus, we continue our commitment to prioritizing the preservation of long-term rentals for Berkeley tenants, particularly since the pandemic's onset.

Unfortunately, in reacting to the strength of local eviction moratoria, landlord harassment continues to remain at an all-time high. Tenants are reporting threats of extra-judicial evictions, discrimination, retaliation, unlawful rent increases, and extensive violations of the warranty of habitability. In response, our Housing Program expanded the number of full representation cases we take on for tenants in such circumstances. For example, we have increased assistance for tenants in subsidized housing proceedings, rent board hearings, requests for repairs, temporary relocations, and landlord retaliation/harassment. Due to the incredible hardships faced by so many tenants with low income in our community, these cases have also increased in complexity, often requiring intensive collaboration with our social workers, other legal divisions within EBCLC, sister organizations, and government officials. The communities we serve are often on the brink of complete socio-economic collapse, which requires our advocates to think creatively in addressing tenant concerns at a time where resources for such concerns are still incredibly sparse.

In light of Alameda County's eviction moratorium lifting on April 29, 2023, at 11:59 PM, our Housing Program is preparing to serve the anticipated onslaught of eviction



cases that will be filed within coming months, as eviction moratorium protections in Berkeley are scheduled to end in late summer. We are currently piloting a new Answer Clinic, in addition to our Tenants' Rights Workshop (TRW), where staff attorneys will prioritize filing various motions for vulnerable populations who are on the cusp of facing mass evictions. We are scheduling technical assistance training for attorneys in other community-based organizations who do not presently offer housing services, to enable them to respond to the eviction issues their clients are dealing with.

In addition to direct legal services to Berkeley tenants, EBCLC's Housing Program also conducted extensive advocacy over the last three years, which led to the passage of Alameda County's eviction moratorium at the onset of the pandemic; we believe that having these protections in place for tenants protected the lives of thousands of residents. However, attacks on the eviction moratoria continued up until its lifting in April 2023. Accordingly, during this current fiscal year, the Housing Program continued efforts in collaboration with our sister organization to advocate for sustained protections beyond April 2023. We also continue to lead a working group with other organizations that hold regular meetings with the presiding housing judge in Department 511 of the Alameda County Superior Court. These meetings allow advocates to share concerns about the status of eviction proceedings, provide input and guidance on conducting court services, and ensure that the court is complying with all relevant eviction moratoria. Currently, this will continue to be the forum to address any violations of post-moratoria language that threaten tenants as we move forward.

In prioritizing services to communities of color, we ensure that our services are culturally and linguistically responsive. At each service delivery level, we can serve clients in English, Spanish, Cantonese, and Mandarin. For tenants who require language services beyond the capacity of staff and interns, EBCLC utilizes interpretation services to provide translation and interpretation at no cost to tenants. We also strive to hire staff and recruit board members that reflect the communities we serve. As of October 2022, 80% of staff identified as Black, Indigenous, and People of Color (BIPOC); 59% spoke one or more languages in addition to English; and 66% of program staff utilized multiple languages in their work at EBCLC. Additionally, among our Board of Directors, 72% identified as BIPOC and 24% spoke one or more languages in addition to English.

There are three tiers of service a tenant can receive, with each tenant automatically receiving pre-litigation services. This determines whether a tenant will move to a higher tier based on their legal situation. The following details what each tier of service entails:



Pre-Litigation Services

All Berkeley tenants who contact EBCLC's Housing Program are extensively screened for eligibility and need. Four full-time Intake Project Coordinators field phone calls and/or meet face-to-face with tenants, now that our office has opened to the public with the easing of COVID-19 pandemic restrictions. They provide brief information guided by the rotating Attorney of the Day (AOD) as appropriate, Know Your Rights handouts, template letters for tenants to complete on their own, information and referrals, and are assessed for the newly implemented Answer Clinic, limited scope assistance, and direct representation.

Limited Scope Assistance

Answer Clinics

Effective May 2023, the Housing Program will implement a newly-designed Answer Clinic following the lifting of the Alameda County eviction moratorium. These in-person Answer Clinics will be conducted once a week at our Adeline Street Office and are expected to scale up to twice a week in June 2023. Tenants who are seniors and individuals living with disabilities, limited or no access to technology, complex legal issues, long-term tenancy, and eviction cases based on unpaid rent during the pandemic are prioritized to receive services.

The Answer Clinics aims to file answers in order to prevent mass evictions as well as to educate and inform the court by filing motions for eviction cases that stem from back rent accrued during the pandemic (March 2020-April 2023). The language present in the Alameda County eviction moratorium prevents landlords from issuing eviction notices for unpaid rent during that time frame. Yet, tenant advocates are concerned that the court and landlords will not abide by this rule; as such, tenant advocates remain committed to providing another layer of protection for tenants who are most vulnerable and at risk of losing stable housing by filing motions for eviction cases based on earlier pandemic-related back rent.

Additionally, EBCLC staff attorneys, volunteers, and law students will provide consultation, draft and file responsive pleadings and motions on behalf of tenants, provide advice and referrals for those seeking rental assistance or housing navigation, and advise tenants on the next stages of their eviction case. If it is determined that a client needs more extensive services, the Housing Program may provide other limited scope and direct representation services, based on capacity. Otherwise, referrals to external organizations are provided to ensure all the tenant's needs are met.

Tenants' Rights Workshops



Tenants, who are not facing an eviction lawsuit and have other legal questions, are scheduled for individual Tenants' Rights Workshops (TRW) after they receive an assessment screening. The Housing Program continues to provide individual TRW appointments remotely; however, we anticipate shifting to a hybrid model of weekly workshops where we provide both in-person at our Adeline Office and remote appointments by the summer. This hybrid model is intended to meet the diverse tenant needs across the community.

The TRWs provide tenants with information, advice and counsel, and brief services on a wide range of housing issue that include, but are not limited to rent increases, repairs and habitability, reasonable accommodations, security deposits, and subsidized housing. Under the supervision of EBCLC staff attorneys, law students will provide consultations to clients and write demand/dispute/cease and desist/reasonable accommodation letters and make phone calls on behalf of the client; as needed, law students also assist with completing applications and gathering documentation. As is the case with our Answer Clinics, if it is determined that a client needs more extensive services, EBCLC may provide other limited scope or direct representation services, depending on capacity. Otherwise, external referrals are provided to ensure all of the tenant's needs are met.

Limited Scope/Pro Per Appointments

Tenants with more urgent legal needs, including eviction lawsuits, rent board petitions, public housing authority hearings, and other time sensitive matters are scheduled for an appointment with an attorney or law student during normal business hours. At these appointments, tenants receive legal services such as responsive pleading, motions, letters, petitions, and advocacy with landlords, the Rent Board or subsidized housing staff on behalf of the client. In addition, cases are evaluated for further representation. Tenants who have current litigation or administrative proceedings are referred for direct representation.

In-Depth Legal Representation and Holistic Social Work Services

As part of our holistic service delivery model, social workers at EBCLC provide ongoing case management, crisis intervention, system navigation, and supportive advocacy to tenant/clients throughout the agency. In the Housing Program, in-depth legal representation services include, but are not limited to court/hearing attendance; filing of legal documents such as petitions, answer letters, and motions; negotiation for settlement agreements; and advocating on behalf of tenants. EBCLC's Housing Program has expanded services over the last three years to include holistic social work services that function in tandem with attorneys representing tenants on



their legal cases. A social worker is designated to work with tenant/clients who receive direct representation services and provide consultations to all tenant/clients as needed. The Social Worker assists tenant/clients in accessing public benefits and identifying appropriate supportive services. They help tenants/clients seek urgent medical care, furniture, clothes, and food when those needs compete against housing stability and security. They also support tenants/clients while they attend virtual hearings, assist in preparing for court hearings, and provide emotional support when they feel overwhelmed by the legal process. Over the last six years, our experience has shown us that providing holistic services leads to more successful outcomes as tenants/clients are more fully able to actively participate in their legal case. People under chronic stress may not be able to maintain alertness and have difficulty with directional information (Liu, 2020). Social workers provide supportive services that help alleviate the stressors that impede a tenant/client's ability to be fully present and engaged with their attorney to move towards successful resolution of their legal matter.

The Financial Assistance and Housing Navigation Project Manager assists tenants in finding safe permanent housing and facilitates access to the Housing Retention Program and/or Alameda County Housing Secure Emergency Rental Assistance Program (ERAP) funds. Tenants are thoroughly screened for eligibility for these rental assistance programs and assisted in completing the lengthy application process, which also includes document gathering, completing and submission of the application, and any necessary follow-up. If a tenant is not eligible to receive rental assistance funds, the Project Manager actively seeks available housing options and assists tenants in applying for housing, if applicable. The Project Manager has extensive knowledge about community resources in Berkeley and surrounding cities and works tirelessly to help tenants find sustainable alternative housing in the case that the tenant is unable to remain in their current home.

Impact: Client Stories

The client stories below illustrate how our services have a significant impact on improving the quality of life for Berkeley tenants, many of whom deal with difficult circumstances.

JK is an elderly Black female tenant and long-term client of our Housing Program who filed a petition with the Berkeley Rent and Stabilization Board for rent reduction based on longstanding habitability issues since she first moved in several years earlier. In collaboration with a law student, a hearing brief was filed, and the client and other witnesses were prepared to testify. Prior to the hearing date, we engaged in mediation with a Hearing Officer, which ultimately resulted in a significant rent reduction for the past two years. Even more importantly, the



landlord agreed to repair all the habitability issues as part of the settlement, which were completed a few weeks later.

Another client, JH, was an elderly Berkeley tenant who has benefitted from our holistic services. She previously experienced homelessness and her life's circumstances became more difficult during the COVID-19 pandemic. After her husband suddenly passed away, she fell behind in rent; when her son, who lives with chronic mental health issues, came to visit, he disturbed other tenants in her senior housing community. Soon, an eviction lawsuit was filed and concurrently, her son was incarcerated, leaving her bereft and alone. JH was referred to our social work services, upon when it was discovered that she was methadone dependent and had several untreated medical issues. Due to mobility issues, JH was living in an unsafe amount of clutter that was causing her to fall. Once our attorney successfully obtained a settlement agreement, our Housing Navigation Project Manager helped JH access rental assistance. Our social worker obtained Meals on Wheels services, connected her to a Life Long Medical Care case manager, and assisted her with scheduling medical appointments and referrals to specialists. Through collaborative work, the social work and Housing Navigation Project Manager obtained funds necessary to pay for de-cluttering and deep cleaning services. Additionally, our social worker collected donated furniture and was able to refurnish JH's apartment. After JH's apartment was finished, her outlook was completely transformed. She was so elated that she could use her kitchen for the first time in many years and walk around without falling. Lastly, JH's debilitating medical conditions were finally stabilized by her medical team. Before closing her case in 2023, the social work enrolled JH in In Home Supportive Services, so she can sustainably continue living independently and is no longer isolated.

B. Firm's current data collection practices for its cases

EBCLC recognizes the importance of collecting valid and detailed data points that enhance service delivery, shape our mission, and ensure we are accurately tracking services as defined by the various funders for reporting purposes. In 2018, we upgraded our case management system to LegalServer, which has allowed us to improve the ways in which we collect and manage data.

Across the organization, EBCLC employs LegalServer as our case management system to track all aspects of a case for each client served. LegalServer has the capacity to maintain demographic, income, and contact information; referral source; open and closing dates; case notes; legal issue; type of service provided; conflict check information; historical cases; and outcomes, including any financial benefit such as amount of rent waived and relocation payments. Staff and law students fully



utilize LegalServer to capture case-related information and enter case notes to track all services provided.

As the primary roadmap for maintaining records of all services provided to clients, LegalServer also has the capability to generate detailed and customized reports based on entered data. Thus, it is the primary resource to produce all funder reports with various required data points as outlined in grant proposals and agreements. Additionally, EBCLC leverages LegalServer to automate sending electronic client satisfaction surveys upon a case's closure via SMS or email, available in English and Spanish. Further, clients have the option of opting out of completing surveys or indicating if they do not want to receive communications from EBCLC.

EBCLC's Data and Evaluation Manager oversees LegalServer to ensure valid and accurate data is being maintained. He produces monthly dashboards for each program based on LegalServer data that is reviewed by Program Directors, Co-Deputy Directors, and the Executive Director. These dashboards show various data points for the month, including but not limited to opened and closed cases, legal issue trends, demographic information, data quality, communities served, advocacy campaigns, and impact litigation cases. The dashboards enable managers to track services, identify trends, and check data quality. Additionally, he also conducts evaluations based on LegalServer data and surveys. Evaluation information is shared with Program Directors, who pay particular attention to negative feedback to determine if there are structural issues within the service delivery model that needs to be examined and/or altered.

C. Proposed outreach to potential clients under this project

The Housing Program utilizes various forms of outreach to educate Berkeley community members on housing-specific matters. During the pandemic, this outreach was critical due to the conflicting and sometimes incorrect information circulating about the Alameda County and statewide eviction moratoria. This most recently arose with the lifting of the statewide moratorium and its impact on various Bay Area counties and cities. Critical in this effort has been the strengthening of our communications department, with the hiring of a Communications Officer, whose role is dedicated to uplifting EBCLCs accomplishments, upcoming events, and specific program information on social media and beyond. Social media played a critical role in pushing out immediate and sometimes urgent information for tenants, including those living in Berkeley.

In addition to outreach conducted through our Development and Communications Department, Housing Program staff will be conducting targeted training for community-based organizations. The Housing Navigation Project Manager is



finalizing a train-the-trainer model for implementation that educates case managers and other staff working with Berkeley tenants. She will schedule sessions at the Woman's Daytime Drop-In Center and various buildings, apartment complexes, and senior living communities in Berkeley that serve tenants living with low income. Topics for the training will include information on addressing eviction notices, security deposits, asking for repairs, advocating for clients, and other issues as identified. Our Housing Navigation Project Manager has developed long-standing relationships with community-based organizations over the past 20 years. Well-known by both former clients and staff in Berkeley, she serves as a key connector within the community in her ability to access avenues that otherwise may be challenging for clients.

Furthermore, the Housing Program has developed and distributes Know Your Rights materials, specifically to Berkeley tenants that are shared through various means including presentations, other organizations, and to Berkeley tenants at large. Template letters and hardcopies and electronic forms are shared with callers who are ineligible for services or choose not to meet with an attorney after their assessment call. Embedded in all training, outreach materials, and presentations is information regarding what services EBCLC provides and how to reach the Housing Program.

D. How the firm selects cases for in-depth representation

EBCLC prioritizes services to under resourced communities who would not otherwise have access to high quality legal services. The Housing Program specializes in complex cases and are often referred to these types of cases from sister organizations. The Housing Program selects cases for in-depth representation based on priority areas as follows: case involves an unlawful detainer; the tenant has long-term tenancy or has subsidized housing; tenant has a disability; tenant lives in Berkeley or Oakland; or there is an access to justice issue that may involve an inability to attend court hearings/no transportation, language barriers, no access to technology, and an inability to read or write. Additionally, other factors taken into consideration are the complexity of the legal issue and the type of legal issue presented.

3. Client References (minimum of three; California cities or other large public sector entities)
 - a. Aileen Brown; Administrative Assistant I; City of Oakland Housing and Community Development; 250 Frank Ogawa Plaza, Suite 5313, Oakland, CA 94612; (510) 238-6282; CDBG Agreement



- b. Monique Berlanga; Executive Director; Centro Legal de la Raza; 3400 East 12th Street, Oakland, CA 94601; (510)-437-155; Alameda County Housing Secure and Oakland Housing Secure.
 - c. Leah Simon-Weisberg; Legal Director for Anti-Displacement and Land Use Programs; ACCE; 2220 Livingston St. Suite 214, Oakland, CA 94606; (323) 842-8614; Community partner and Chair of the Elected Berkeley Rent Board; City of Berkeley Rent Stabilization Board and EBCLC contracts
 - d. Ty Alper; Clinical Professor of Law (Co-Director, Death Penalty Clinic + Co-Director, Clinical Program); U.C. Berkeley School of Law; 346 North Addition Berkeley, CA 94720-7200; (510) 643-7849; Berkeley School of Law and EBCLC Clinical Program affiliation
 - e. Lisa Greif; Supervising Attorney, Housing Unit; Bay Area Legal Aid; 1735 Telegraph Ave, Oakland, CA 94612; (510) 663-4744, ext. 5211; Alameda County Housing Secure
4. Price Proposal See Price Proposal Document
5. Contract Terminations
EBCLC has not had any contracts terminated in the last five (5) years.
6. Grantor Audits
Please see the attached reports.



Health, Housing and
Community Services Department
Office of the Director

February 22, 2021

Zoë Polk, Executive Director
East Bay Community Law Center
2921 Adeline Street
Berkeley, CA 94703

Dear Ms. Polk:

Subject: Contract # 010579 - FY18 Closure of On-site Monitoring
Housing Retention Program (HRP)
Fair Housing

Subject: Monitoring of East Bay Community Law Center (EBCLC) Contract with the
City of Berkeley (COB)

Dear Ms. Polk,

On 6/11/19 and 6/13/19, Rhianna Babka and Mary-Claire Katz, Managing Supervisor and Program Monitor for the City of Berkeley (COB) Housing & Community Services Department, monitored EBCLC's activities which are under contract with the COB. EBCLC is a recipient of COB funding, and is carrying out the following programs:

1. Housing Retention Program
2. Fair Housing Program

EBCLC provides very valuable and necessary legal services to persons living in Berkeley. We acknowledge and appreciate the work that you do for the community and your dedication to working with the COB.

No concerns or findings were found in the Fair Housing program. There are some questions related to attorney timekeeping in the Housing Retention Program that were unresolved and that will be evaluated in next monitoring.

A Vibrant and Healthy Berkeley for All

2180 Milvia Street, 2nd Floor, Berkeley, CA 94704 Tel: 510.981.5100 TDD: 510.981.6903 Fax: 510.981.5450
E-mail: housing@ci.berkeley.ca.us - dhs@cityofberkeley.info

Zoe Polk, EBCLC
Subject: Monitoring of EBCLC Contract with the COB
February 22, 2021
Page 2 of 2

In reviewing our community agency monitoring, we saw that as there were no findings, we did not do a formal closeout with EBCLC. We will be archiving this monitoring for now with the note that records of attorney time will be evaluated in the next monitoring, and that this letter will serve in lieu of an official letter from the EBCLC monitoring profile in City Data Services.

The monitoring staff appreciate EBCLC staff's continued assistance throughout the monitoring visits.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary-Claire Katz". The signature is written in a cursive, somewhat stylized font.

Mary-Claire Katz
HHCS Contract Monitor

cc: Rhianna Babka, Shauna Fujimoto, Martha Brown

Rui Bing Zheng

From: Santos, Jennifer@DSS <Jennifer.Santos@dss.ca.gov>
Sent: Tuesday, September 8, 2020 1:21 PM
To: Shauna Fujimoto; Rosa Bay; Theo Cuison; Mindy Phillips; Zoe Polk
Cc: Zaragoza, Laura@DSS; Barahona, Desiree@DSS
Subject: RE: Immigration Service Bureau Desk Review: East Bay Community Law Center

Dear East Bay Community Law Center,

The California Department of Social Services Immigration Services Bureau has concluded the monitoring desk review for your organization. We would like to thank you for compiling the requested documents for the Immigration Services Funding Desk Review and for making time for our follow up conference call.

CDSS will be sending out a LTTA calendar with all available trainings for your organization. In addition, I will keep an eye out for the trainings requested around updates on asylum and 9th circuit appeals.

Again, thank you to everyone involved for taking the time to participate. We appreciate all of the work you and every member of your staff have demonstrated. The Immigration Services Bureau is looking forward to our continued partnership.

Thank you,

Jennifer Santos
Immigration Services Bureau
California Department of Social Services
744 P Street, MS 9-6-33
Sacramento, CA 95814
jennifer.santos@dss.ca.gov
(916) 809-5203



Confidentiality Notice: This email communication from the California Department of Social Services' Immigration and Refugee Programs Branch, including any attachments, is for the sole use of the intended recipient(s) to which it is addressed and may contain confidential, exempt, and/or privileged information protected under applicable law. Any unauthorized review, use, disclosure, duplication, or distribution is prohibited. If you are not the intended recipient, you are hereby notified that this email message and any attachments should be destroyed immediately.

East Bay Community Law Center
 FY23-24 BUDGET: July 1, 2023 - June 30, 2024
 Eviction Defense and Housing Legal Services, Berkeley Rent Board

Personnel Expense	Total Program Budget		
Position	\$/hr	% FTE	Cost
Program co-Director (Gordon)	59.89	10%	10,900
Program co-Director (Yu)	58.79	10%	10,700
Program Director (Rubenstein)	58.24	10%	10,600
Program Deputy Director (Jovel)	51.65	10%	9,400
Staff Attorney 1 (Janowitz)	59.34	30%	32,400
Staff Attorney 2 (Bixby)	51.10	20%	18,600
Staff Attorney 3 (Flannery)	48.90	20%	17,800
Staff Attorney 4 (Guerra)	48.90	20%	17,800
Staff Attorney 5 (Fishman)	43.96	20%	16,000
Social Worker (TBH)	43.96	40%	32,000
Program Manager (Jones)	47.25	40%	34,400
Intake Coordinator (Brown)	36.81	20%	13,400
Intake Coordinator (Carter)	37.36	20%	13,600
Intake Coordinator (Villeneuve)	37.36	20%	13,600
Intake Coordinator (Wright)	36.81	20%	13,400
Contracts Officer (Fujimoto)	53.85	5%	4,900
Subtotal Salaries		315%	269,500
Payroll Taxes @ 7.65%			20,617
Fringe Benefits @ 12.35%			33,283
Subtotal Taxes & Benefits			53,900
Total Personnel Expense			323,400
Direct Operating Expenses			
Litigation Expenses			12,000
Translation/Interpretation Services			6,000
Shared Operating & Occupancy Expenses			26,950
Total Direct Operating Exp			44,950
Indirect Expenses @ 15%			55,255
Total Expense			423,605